

Memorandum of Agreement

This document identifies a Memorandum of Agreement between **Dayton Independent Schools** and NorthKey Community Care for the purposes of care coordination and the delivery of clinical mental health services by NorthKey Community Care staff in a school setting.

NorthKey agrees to provide duly qualified mental health professional(s) in the Dayton Independent Schools to deliver the identified clinical services when deemed clinically appropriate. These clinical mental health services may include individual and family therapy or psycho-educational group services.

With proper authorization for services, NorthKey staff will provide the previously identified mental health services to children with a Medicaid payer and/or appropriate insurance payers.

- NorthKey's practice with insurance payers (Medicaid and commercial insurance) is to follow the guidelines, protocols and procedures of the particular insurance plan and NorthKey staff must be an approved provider with the insurance plan to deliver approved services. The particulars of the insurance plan will serve as the guide for how services are authorized and delivered to a child/client.
- Children without a payer source will be directed to a Northkey "Kynector" who will work with the guardian/parent in an effort to assist them in obtaining Medicaid for their child/adolescent to receive counseling services.

Services provided by NorthKey will be initiated based on referrals from the Dayton Mental Health Coordinator. Alternately, referrals may be initiated from the Dayton Director of Student Services or Dayton Director of Special Education. Cases must be opened through NorthKey's intake process before any therapy or billing can occur.

The Dayton Independent School Board of Education agrees it will not solicit employment of, nor hire, any NorthKey staff involved in delivering school-based services in their district for a period of one year after said employee voluntarily leaves employment by NorthKey or one year after the termination of this Memorandum of Agreement.

Dayton Independent Schools agree to ensure communication and collaboration with the assigned NorthKey staff, as well as provide appropriate space to conduct confidential individual and family therapy sessions.

NorthKey staff will coordinate all services provided in the Dayton Independent Schools through the Dayton Mental Health Coordinator, following building expectations as outlined by the Coordinator and participating in case coordination meetings as requested by Coordinator.

During times when **Dayton Independent School** buildings are unavailable, NorthKey may provide client/family services onsite at a NorthKey location, at another site that is mutually agreeable to the client/family and NorthKey staff, or by utilizing Telehealth Behavioral Health services.

NorthKey staff will generally be on-site in **Dayton Independent Schools** each week during the 2024-2025 school year provided the building is open and available to the therapist. The specific **Dayton Independent School** sites and schedules for staff presence are to be worked out between NorthKey and **Dayton Independent Schools Board of Education**/or school officials. Should additional schools / programs be desired, NorthKey is open to discussion regarding contracting for additional time at a similar rate for services in additional schools / programs or discussion regarding an option to develop an agreement with them within the parameters and guidelines of NorthKey's usual and customary School-based services arrangements.

Dayton Independent Schools agrees its current demand is sufficient to provide enough referrals to generate a minimum of five (5) hours of direct, **Face-to-Face clinical services and/or Telehealth Behavioral Services** per day with a third-party payer. To accomplish this level of paid services support, the **Dayton Independent Schools** agrees its current demand is sufficient to supply an ongoing list of qualified referrals such that the therapist maintains a minimum of five (5) billable hours of service per day.

If the NorthKey therapist does not maintain the above referenced caseload after the first 4 weeks of being in the school setting, or any time after that, then NorthKey reserves the right to limit or eliminate the therapist's time at the school. Dayton Independent Schools will be notified for any days that the therapist is not able to see students due to holidays, snow days or sick leave, or other absences.

The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Memorandum of Agreement.

The parties acknowledge and agree that NorthKey meets the requirements contained in 34 CFR § 99.31(a) and qualifies as a school official pursuant to FERPA and NorthKey is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from Education Records.

NorthKey will provide the appropriate staff to serve Lincoln Elementary starting the 2024/2025 school year.

Invoices for any payment will be directed to:

Superintendent of Schools
Dayton Independent Schools
200 Clay Street
Dayton, KY 41074

Any questions between the two parties about this memorandum of agreement shall be communicated via phone, email or in writing to the following contacts:

Angela Fox, MA, LPCA
Team Lead of BH Youth Treatment
NorthKey Community Care
502 Farrell Drive
Covington, KY 41011
(859) 578-3200 ext. 3204
Angela.fox@northkey.org

Superintendent of Schools
Dayton Independent Schools
200 Clay Street
Dayton, KY 41074
(859) 491-6565

rick.wolf@dayton.kyschools.us

This document reflects the complete agreement between the parties and remains in effect through the entire period from July 1st, 2024 to June 30th, 2025.

Jay Brewer
Superintendent of Schools

Signature: _____ Date: _____

Owen Nichols, PsyD, MBA, CPM, ABPP, ABMP
NorthKey Community Care
PO Box 2680
Covington, KY 41012-2680

Signature: _____ Date: _____